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9 **ROCK ON! FILMS, INC.;**
10 **JOE ECKARDT**

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 **ROCK ON! FILMS, INC., a New**
14 **York Corporation; JOE ECKARDT,**
15 **an Individual;**

16 **Plaintiffs,**

17 **v.**

18 **CECILY GAMBRELL, an Individual;**
19 **17 MILE DRIVE**
20 **ENTERTAINMENT, an Unknown**
21 **Entity Type;**

22 **Defendants.**

Case No.: 2:22-cv-2254

COMPLAINT FOR:
1. DECLARATORY JUDGMENT
RE: COPYRIGHT OWNERSHIP;
2. ATTEMPTED CIVIL
EXTORTION;
3. INTENTIONAL
INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE;
4. NEGLIGENT
INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE

JURY TRIAL DEMANDED

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Plaintiffs ROCK ON! FILMS, INC. (“ROF”), and JOE ECKARDT (“Eckardt”) (collectively “Plaintiffs”) hereby bring this Complaint against CECILY GAMBRELL (“Gambrell”) and 17 MILE DRIVE ENTERTAINMENT (“17MDE”) (collectively “Defendants”) for declaratory relief and damages as follows:

PARTIES

2. Eckardt is an individual who resides in the County of Ventura in the State of California. Eckardt is an executive and shareholder of ROF.

4. 17MDE is an unknown entity that identifies itself on its website as a “California based company.” 17MDE’s website also lists a contact phone number with a 310 area code.

5. This Court has subject matter jurisdiction over this case pursuant to Title 28 of the United States Code sections 1331 and 1338 as this case arises under the laws of the United States and/or an act of Congress relating to copyrights. Specifically, this case arises under Title 17 of the United States Code, the Copyright Act.

7. This Court has personal jurisdiction over 17MDE as it is apparently a California based company.

1 to reside in this judicial district and both Defendants are believed to have a
2 regular and established place of business within this judicial district.

3 GENERAL ALLEGATIONS

4 9. Eckardt has over 20 years of experience in the film industry. Eckardt
5 had collaborated and worked with some of the biggest names and stars in the
6 industry. Over the years, Eckardt directed and produced films and series such as,
7 among others, the award winning, critically acclaimed, documentary *Champion*,
8 screwball comedy *High Hopes*, superhero comedy *Pizza Man*, multiple Emmy
9 nominated series *Tidying Up with Marie Kondo*, and *Selling Sunset* for Netflix.

10 10. In or about October 2010, Eckardt and his company, ROF, entered
11 into an agreement with Antonio Rosales for the option to purchase the rights to a
12 screenplay entitled *I Ride Alone*, written by Kyrle Rosales. *I Ride Alone* tells the
13 life story of Kevin Benedec.

14 11. In or about 2012, Eckardt and ROF fully exercised such option by
15 purchasing the “exclusive and irrevocable rights” to *I Ride Alone* and Eckardt
16 was assigned all copyrights and other rights to the original screenplay for *I Ride*
17 *Alone*.

18 12. Kyrle Rosales’ *I Ride Alone* screenplay was registered with the US
19 Copyright office on or about October 15, 2004, with the registration number of
20 Pau002906553.

21 13. Antonio Rosales also separately entered into an agreement with
22 Kevin Benedec for Mr. Benedec’s life story. Mr. Rosales thereafter transferred
23 such rights to Eckardt and ROF.

24 14. After acquiring the option rights to *I Ride Alone*, Eckardt’s ex-wife,
25 Gambrell, saw the script and did her own “page one” re-write of the script.

26 15. Thereafter, ROF and Gambrell, through a company known as The
27 Film Emporium: A Motion Picture Company, entered into an agreement
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1 concerning the rights to Gambrell's draft of the screenplay. This agreement
2 treated Gambrell's work as a "work-for-hire" on behalf of ROF in exchange for a
3 fixed amount of compensation to be paid upon the occurrence of certain
4 contingencies relating to the production of the screenplay as a motion picture.
5 Such contingencies, including the obtaining of full financing for the film or the
6 film entering into pre-production, have not yet occurred. Such agreement is still
7 in effect as Gambrell and her company do not have the option to terminate the
8 agreement as her draft of the screenplay is entirely derivative of the copyrights
9 owned by Eckardt.

10 16. The work-for-hire screenplay was registered with the US Copyright
11 Office by ROF on or about May 29, 2013, with registration number
12 Pau003679918.

13 17. In or about July 2020, Gambrell contact Eckardt to "touch base"
14 regarding *I Ride Alone* and to request for financial help from Eckardt. When
15 Eckardt refused, Gambrell implicitly threatened to release private, confidential
16 (and false), information regarding Eckardt. Specifically, Gambrell indicated that
17 she wanted "to enter into a mutually beneficial agreement that holds us both to
18 total confidentiality, while I have nothing to hide, *you do* and I will give you my
19 word that I will keep it confidential *if* you enter into a mutually bidding [sic]
20 agreement" (emphasis added).

21 18. Eckardt understood these messages from Gambrell to mean that
22 Gambrell would release some unspecified, incriminating, private information
23 unless Eckardt agreed to provide financial support to Gambrell.

24 19. Recently, Eckardt and ROF have learned that Gambrell and 17MDE
25 have been holding themselves out publicly on their website as having rights to
26 produce *I Ride Alone* as a motion picture.
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1 20. The 17MDE website identifies Gambrell as both the writer and
2 producer for the project. It also identifies 17MDE as the production company
3 and ROF as a “prior” production company on the project. The 17MDE website
4 also indicates that *I Ride Alone* is “[b]ased on a true story.”

5 21. ROF and Eckardt have encountered difficulty obtaining financing to
6 produce *I Ride Alone* as a film due, in part, to concerns relating to ownership of
7 the story and screenplay caused by Defendants’ actions indicating that they own
8 or control the rights to the screenplay.

9 22. ROF and Eckardt have never relinquished any of their copyrights
10 held in *I Ride Alone* and have also not relinquished their assignment of life story
11 rights for Kevin Bendec.

12 23. On or about September 21, 2021, Plaintiffs, through New York based
13 counsel, sent a cease-and-desist letter to Gambrell, but Defendants have not
14 ceased making public statements concerning their ownership of *I Ride Alone*
15 and/or their intent to produce a film based on Plaintiffs’ copyrights.

16 **FIRST CAUSE OF ACTION**

17 **DECLARATORY JUDGMENT RE: COPYRIGHT OWNERSHIP**

18 **[Against all Defendants]**

19 24. Plaintiffs reallege and incorporate by reference the allegations set
20 forth in the foregoing paragraphs above as though set forth fully herein.

21 25. Eckardt and ROF claim that they own certain copyrights to the
22 original screenplay for *I Ride Alone* and own the rights to Kevin Benedec’s life
23 story. Additionally, Eckardt and ROF claim that they own the right to produce
24 Gambrell’s page-one re-write of the *I Ride Alone* screenplay, which was written
25 as a work-for-hire for ROF.
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1 26. Defendants claim that they own the copyrights to the work and
2 intend to produce a film based on Gambrell's page-one re-write of the original *I*
3 *Ride Alone* screenplay.

4 27. Defendants' actions have interfered with Plaintiffs' use of the
5 copyrights they own and/or control relating to *I Ride Alone*.

6 28. Accordingly, an actual controversy exists between Plaintiffs and
7 Defendants and declaratory relief is appropriate and necessary to establish
8 ownership of the subject copyrights and respective rights thereto.

9 29. Plaintiffs also seek injunctive relief to prevent Defendants from
10 falsely claiming that they own the copyrights at issue and/or have the right to
11 produce a film based on such copyrights.

12 30. Pursuant to 17 U.S.C. § 505 Plaintiffs request that the Court award
13 Plaintiffs their reasonable attorneys' fees when they prevail in this matter.

14 **SECOND CAUSE OF ACTION**
15 **ATTEMPTED CIVIL EXTORTION**
16 **[Against Gambrell]**

17 31. Plaintiffs reallege and incorporate by reference the allegations set
18 forth in the foregoing paragraphs above as though set forth fully herein.

19 32. On or about July 28, 2020, Gambrell improperly threatened Eckardt
20 that she may release unspecified confidential information relating to Eckardt
21 unless he agreed to enter into a new agreement for a financial arrangement with
22 Gambrell.

23 33. At that time of making the threat, Gambrell intended for the threat
24 that she would release confidential information regarding Eckardt to cause
25 Eckardt to provide money or property to Gambrell.

26 34. As a proximate result of Gambrell's actions, Eckardt suffered
27 damages in an amount to be proven at trial.
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35. The conduct described herein constitutes “oppression, fraud, or malice” as those terms are defined in California Civil Code section 3294 and Eckardt is therefore entitled to punitive damages in an amount according to proof.

THIRD CAUSE OF ACTION
INTENTIONAL INTERFERENCE WITH ECONOMIC ADVANTAGE
[Against All Defendants]

36. Plaintiffs reallege and incorporate by reference the allegations set forth in the foregoing paragraphs above as though set forth fully herein.

37. Within the past four years, Eckardt had entered into negotiations with potential investors to produce *I Ride Alone* as a motion picture. Such negotiations advanced to the point that there existed a probability of future economic benefit to Eckardt.

38. Defendants were aware that Eckardt was seeking investors and was negotiating with third-parties as potential investors to finance *I Ride Alone* as a motion picture.

39. Defendants intentionally represented to the public by, among other things, that they held rights to *I Ride Alone* and were also seeking to produce the film. Such acts were wrongful as Defendants knew that they did not possess such rights.

40. When third-party investors learned of Defendants' representations, they chose not to proceed with the financing being negotiated with Eckardt as such investors did not want to risk a legal dispute over ownership of the rights to *I Ride Alone*.

41. Defendants' actions proximately caused Eckardt financial harm in an amount to be proven at trial.

42. The conduct described herein constitutes “oppression, fraud, or malice” as those terms are defined in California Civil Code section 3294 and Eckardt is therefore entitled to punitive damages in an amount according to proof.

43. Plaintiffs reallege and incorporate by reference the allegations set forth in the foregoing paragraphs above as though set forth fully herein.

45. Defendants were aware that Eckardt was seeking investors and was negotiating with third-parties as potential investors to finance *I Ride Alone* as a motion picture.

47. When third-party investors learned of Defendants' representations, they chose not to proceed with the financing being negotiated with Eckardt as such investors did not want to risk a legal dispute over ownership of the rights to *I Ride Alone*.

PRAYER

Wherefore, Plaintiffs pray for judgment and relief from the Court as follows:

- a. For a declaration that Plaintiffs own the copyrights to *I Ride Alone*, including rights to produce a film based on such copyrights;
- b. For injunctive relief prohibiting Defendants from claiming ownership of *I Ride Alone* copyrights and/or the right to produce a film based on such copyrights;
- c. For damages against Gambrell for the attempted extortion of Eckardt,
- d. For pre- and post-judgment interest on all awards for which they are available;
- e. For reasonable attorneys' fees and costs incurred herein, to the extent allowed by law or contract;
- a. For such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury of all causes of action and issues that are triable by a jury.

Dated: April 4, 2022

NELSON COMIS KETTLE & KINNEY LLP

By: /s/ Keith Fichtelman

Keith Fichtelman
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